

76G1501

~~76G1501~~

8

**AUTHORIZATION TO PROCEED**  
**Name of Project: Steuben County GIS Professional Services**

In accordance with Paragraph 3 of the Professional Services Agreement between Steuben County Commissioners ("CLIENT") and The Schneider Corporation ("Professional"), dated February 21, 2006, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

☒ **Technical GIS Support - \$28,600.00**

January 1, 2007 - December 31, 2007

- Unlimited phone (includes 800 toll free number), fax, and e-mail support for all callers within the contracted organization.
- Remote access support where available (depends upon system configuration and software availability).
- Annual GIS data tune-up will be completed a one of the consulting days. This includes such items as data integrity checks as topology checks, acreage divergence analysis, orphan and misplaced parcel checks. Data will be scrubbed using the most up to date QC checks currently in use, with a professional report clearly outlining the results, and a recommended priority and suggestions for addressing.
- 1 seat in a scheduled Introduction to ArcGIS II class at one of Schneider's ESRI Authorized Partner Learning Centers in Indianapolis, IN or Ames, IA.
- 1 seat in a scheduled Introduction to ArcGIS I class at one of Schneider's ESRI Authorized Partner Learning Centers in Indianapolis, IN or Ames, IA.
- 24 days of consulting support, on-site as needed, including such activities as assistance with other system integrations to the GIS, assistance with applying GIS to specific tasks, training, custom programming, and/or data maintenance. All staff time and travel expenses are included (additional charges may apply if additional software/hardware is required).
- Up to 4 complimentary admissions to Schneider's Users' Conferences, traditionally held in Ames, IA and Indianapolis, IN.

☒ **Geogear Software Maintenance - \$3,375.00**

January 1, 2007 - December 31, 2007

- Seven licenses each of Navigator and Editor.
- Two license of AgLand

Note: One license of Agland and two licenses of geogear are prorated for six months (June 2007 - December 2007) of support and maintenance.

**Website Hosting Service -**

*This is active under the existing contract and is effective until December 31, 2008*

Fixed fee (provided on demand and invoiced monthly reflecting the prior month's services as outlined in Attachment B).

Hourly services (provided on demand and invoiced monthly according to Attachment B).

**CLIENT**By: *F. Mayo Sanders*Print: *F. Mayo Sanders*Title: *President, Steuben County Board of Commissioners*Date: *1/2/2007*

Authorization to Proceed Between  
The Schneider Corporation and  
Steuben County Commissioners

Page 1 Authorization to Proceed

www.schneidercorp.com  
Ver. 01/13/2006

12/1/2006  
T:\3K\8839\005\docs\contract\2006\_0214\_PSR.doc

**AUTHORIZATION TO PROCEED****Name of Project: Steuben County GIS Professional Services**☒ **Secure Site Management Module (February 2006 – December 2008) - \$3,500.00**

- 3 year agreement
  - \$1,100.00 (February 2006 – December 2006)
  - \$1,200.00 (January 2007 – December 2007)
  - \$1,200.00 (January 2008- December 2008)


**GIS Technical Support**☒ **On-Site GIS Support (February 2006 – December 2006) - \$28,600.00**

- 22 (twenty <sup>two</sup> ~~ten~~) one day increments (to be used for training, coaching, etc.)
- Technical phone support for GIS users

Fixed fee (provided on demand and invoiced monthly reflecting the prior month's services as outlined in Attachment B).

Hourly services (provided on demand and invoiced monthly according to Attachment B).

**CLIENT**

By:   
Print: F. Mayo Sanders  
Title: President  
Date: February 21, 2006

Authorization to Proceed Between  
The Schneider Corporation and  
Steuben County Commissioners

Page 2 Authorization to Proceed

www.schneidercorp.com  
Ver. 01/13/2008

2/21/2008  
T:\3K3839\005\docs\contract2005\_0214\_PSR.doc



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and Steuben County Commissioners ("Client"), on February 21, 2006.

### PROFESSIONAL

The Schneider Corporation  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46216  
317-826-7100

### CLIENT

Steuben County Commissioners  
317 S. Wayne Street  
Angola, IN. 46703

Project Name: Steuben County GIS Professional Services

Common Location: Angola

Sec/Twp/Rg:

County:

Steuben

Client intends to contract for **GIS Professional Services ("Project")**:

### AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Professional shall start and complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.

11. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. Geographic Data Layers converted from Client source documents are considered the property of the Client.
- A. Client acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Professional. Professional licenses Client to use the Computer Files in the manner set forth for such Computer Files in the Scope of Services, but Professional reserves all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur. In the event Professional revokes the license, Professional will exercise good faith to negotiate a supplemental license provided Professional is satisfied that no originally prohibited use will occur.
  - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client, for Professional's business purposes, or for third parties unless a restriction is set forth in the Scope of Services.
  - C. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services (Attachment A) and the license granted hereunder does not include the right to sublicense.
  - D. Except to the extent required by the use(s) expressly set forth in the contract, Client may not: alter, modify or adapt the Computer Files or any part thereof; translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof; or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files.
  - E. Professional warrants to Client that any provided Computer Files will substantially conform to any specification(s) in the Scope of Services (Attachment A) for one (1) year, but does not warrant that the use of any provided software will be uninterrupted or error free. Client's exclusive remedy for breach of this warranty will be to receive replacement of non-conforming Computer Files with conforming Computer Files. If Professional does not provide conforming Computer Files within 60 days after receiving written notice, Client shall be entitled to a refund of the fees paid to Professional in connection with this Agreement.
  - F. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that, regardless of whether the Computer Files may be useful by Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional.
  - G. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and professional disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
  - H. Professional shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if professional has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Professional's

**ATTACHMENT A  
SCOPE OF SERVICES**

**Name of Project: Steuben County GIS Professional Services**

Professional shall provide Client with services in connection with the Project as described below:

The intent of services provided under this contract is to assist Client with the development and/or maintenance of the Client's GIS. This may include consulting, technical support, programming, or the generation of additional layers.

**FIXED FEE SERVICES:**

**GeoGear Software:**

The following options are provided for GeoGear Software licensing:

1. GeoGear Software Support and Maintenance (February 2006 – December 2006)

One year of software support and maintenance for Steuben County's 5 (five) licenses of GeoGear Navigator, Editor and Remote Access Support modules. One year of software support and maintenance for Steuben County's 1 (one) license of GeoGear AgLand.

2. GeoGear DrainCalc Software (2006)

One license of GeoGear DrainCalc software including first year of maintenance and support.

3. GeoGear Site License (2006)

Enterprise wide licenses of GeoGear Navigator, Editor, and Remote Access Support for use with existing licenses of ArcGIS, including first year of maintenance and support. One additional license of AgLand would also be included with this option. Purchase of Option 3 would supersede the necessity of Option 1.

4. GeoGear Per Seat License (2006)

Four licenses of GeoGear Navigator, Editor, and Remote Access Support and one license of AgLand. This will be for use with existing licenses of ArcGIS, and includes the first year of maintenance and support.

**Beacon Website:**

The Schneider Corporation will host Steuben County's GIS website utilizing the new Beacon technology and provide three years of website hosting and maintenance. The County will minimally receive the following functionality and modules as part of this agreement:

**Map Navigation Module:**

- Functionality to toggle on and off the viewing of individual data layers
- Navigation tools allow a user to pan and zoom around the County.
- Parcel search and selection tools
  - o parcel by address
  - o parcel by owner name
  - o parcel by parcel number
  - o subdivision by subdivision name
- CAMA report generation
- Map printing

**ATTACHMENT A  
SCOPE OF SERVICES**

**Name of Project: Steuben County GIS Professional Services**

Client shall provide to Professional the following:

To ensure that the products and services are provided in an accurate, timely, and comprehensive manner, the Client is expected to provide to the Professional at no cost:

- Originals or high quality copies of available maps, documents, and database files as needed by the Professional in order to prepare the digital data sets or other services specified.
- Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to the Professional's requests for data and system information.
- Office space, equipment, and supplies as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; conduct interviews and project meetings; and respond to the Professional's requests for data and system information.
- Any other materials or services judged by mutual agreement to be appropriate for the GIS project.

**DESIGNATION OF CLIENT'S REPRESENTATIVE**  
**Name of Project: Steuben County GIS Professional Services**

In accordance with Paragraph 4(1) of the Professional Services Agreement between Steuben County Commissioners ("CLIENT") and The Schneider Corporation ("Professional"), dated February 21, 2006, Client hereby designates Chad Hoover to act as Client's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☒ No Exceptions

☐ Exceptions (list below)

**CLIENT**

By: 

Print: F. Mayor Sanders

Title: President

Date: February 21, 2006